



Embassy of the United States of America

Tokyo, Japan

March 4, 2022

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-22-Q-0014
General Housecleaning Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining General Housecleaning Services for the various apartment units at the U.S. Embassy Housing Compound and the U.S. Government leased residences in Tokyo/Yokohama, Japan.

Note: As required by U.S. Government's federal acquisition regulation (FAR), a prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is: <https://www.sam.gov/SAM/>.

If you are interested in submitting a quote on this project, follow the instructions in SECTION 3 of the Request for Quotations (RFQ), complete the required portions of the enclosed document, and submit to the address shown on the next page.

1. Pre-quotation Conference and Site Visit

(a) To provide all the quoters with a uniform explanation of requirements, the Embassy will hold a pre-quotation conference and site visit, as follows:

Date: Tuesday, March 15, 2022
Time: From 10:00 a.m. to about 12:00 noon
Location: Sirota Gordon Gate (formerly Grew Gate) of the U.S. Embassy Housing Compound
2-1-1 Roppongi, Minato-ku, Tokyo 106-0032

(b) All interested quoters who wish to attend must submit individual name (s), limited to two persons per company, company name/address, telephone/fax numbers, and email address to Miho Hama via email to HamaMX@state.gov by no later than 11:00 a.m., Thursday, March 10, 2022 (JST), to arrange entry to the Embassy Housing Compound.

(c) Attendee(s) must present an identification (ID) card with a photo (e.g. driver's license, passport, etc.) as it is required for entering the compound.

(d) Please note that attendees are not allowed to bring PCs, electronic measuring equipment, cameras, and any kinds of electronic

device for this meeting. Therefore, do NOT bring them with you as the Embassy guards will not keep them for you.

(e) Photography is NOT ALLOWED. The Embassy will provide approved photos via our website if requested. The photos will be available to all interested parties.

(f) Participants shall attest to their vaccination status using either Attachment I-4 or I-5 of the RFQ, or presenting a digital certification such as the Tokyo Metropolitan Government's Vacation Line app.

2. Questions

Following the conference, quoters may submit questions (in English) regarding this RFQ by 12:00 noon, Thursday, March 17, 2022 (JST) via email to HamaMX@state.gov. All questions will be consolidated, and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations

Quotations must be received by no later than 11:00 a.m., Wednesday, March 30, 2022 **(JST)** to Miho Hama of U.S. Embassy Tokyo, via the email address indicated below. No quotation will be accepted after this date/time.

Note: After submission of a quotation, the quoter shall contact Miho Hama by phone or email to confirm receipt of the quotation.

Point of Contact: Miho Hama
Email: HamaMX@state.gov
Subject: RFQ 19JA80-22-Q-0014

Mobile: 090-1110-9310
Office Telephone: 03-3224-5754

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,



Kendrick M. Liu
Contracting Officer

Enclosure:
Request for Quotations 19JA80-22-Q-0014

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR10555523/PR105495851		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See 31c		4. ORDER NUMBER		5. SOLICITATION (Request for Quotations) NUMBER 19JA80-22-Q-0014	
						6. SOLICITATION ISSUE DATE March 4, 2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Miho Hama		b. TELEPHONE NUMBER(No collect calls) +81-3-3224-5754		8. OFFER DUE DATE/LOCAL TIME March 30, 2022; 11:00 a.m.	
9. ISSUED BY Procurement/Contracting Office U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) <input type="checkbox"/> SET ASIDE: ____ % FOR: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY Procurement/Contracting Office U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420, Japan			
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE Financial Management Center U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	
DUNS Number:		TELEPHONE NO		FAX NO			
<input type="checkbox"/>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		(See Page 2 of Standard Form 1449) (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE ORIGINAL COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE RFQ NO. 19JA80-19-Q-0008, OFFER DATED _____ YOUR OFFER ON SOLICITATION, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: Subsection 1.2 d			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER Kendrick M. Liu		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is an indefinite-delivery indefinite-quantity (IDIQ) firm-fixed price type contract for General Housecleaning Services for the Embassy housing compound and leased residences of the U.S. Embassy Tokyo in accordance with terms and conditions of the contract.	See Subsection 1.1.3 Pricing.			

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE GS/Housing Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

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Offeror Representations and Certifications

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SECTION 1: The Schedule

1.1 Continuation to SF-1449, Request for Quotations Number 19JA80-22-Q-0014, Blocks 23, Unit Price, and 24, Amount

1.1.1 Prices and Period of Performance

- (a) The Contractor shall perform general housecleaning services, including furnishing all labor, material, equipment and services, for the U.S. Embassy apartment compound (a.k.a. Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo, and the U.S. Government leased residences in accordance with Schedule of Supplies/Services stated in subsection 1.2.
- (b) The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, overtime, and profit.
- (c) The U.S. Government will order all work by issuing task orders, see Attachment 1: Sample Task Order Form.
- (d) This is an indefinite-delivery indefinite-quantity (IDIQ) type contract under which may be placed firm-fixed price task orders with a base period of twelve months and two one-year periods at the option of the U.S. Government.
- (e) After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start.
- (f) The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated stores, please visit the following link for registration: https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html)

1.1.2 Contract Minimum and Maximum Amounts. Because the services to be ordered under this contract are indefinite-delivery/indefinite-quantity in nature, this contract establishes the following minimum and maximum amounts:

(a) Contract Minimum. The U.S. Government shall place orders totaling a minimum of 300,000 yen. This reflects the contract minimum for the base year and each option period.

(b) Contract Maximum. The total amount of all orders placed under this contract shall not exceed 8,500,000 yen. This reflects the contract maximum for the base year and each option period.

1.1.3 Pricing

All prices are in Japanese Yen and the U.S. Government will make payment in Japanese Yen for all completed and accepted work.

(a) Base Year Prices – starting on the date stated in the Notice to Proceed and continuing for a period of 12 months.

(1) Mitsui Housing Compound and Leased Residences (see SUBSECTION 1.2.4 (a)):

Apartment Type	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Mitsui Housing Compound	13,000		
U.S. Government Leased Residences in Tokyo	3,700		
U.S. Government Leased Residences in Yokohama	1,200		

(2) Refresh Cleaning (see SUBSECTION 1.2.4(b)):

Refresh Cleaning	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Dust/Vacuum/Clean Bathroom/Clean Kitchen	300		

(3) Deep Kitchen Cleaning (see SUBSECTION 1.2.4(c)):

Deep Cleaning	Estimated Quantity of Deep Cleaning	Price per One Kitchen =	Total Estimated Price
Deep Cleaning in Kitchen, including range hood and other appliances	5		

(4) Estimated total Annual Price for Base Year: _____

(b) First Option Year Prices - starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months.

(1) Mitsui Housing Compound and Leased Residences (see SUBSECTION 1.2.4 (a)):

Apartment Type	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Mitsui Housing Compound	13,000		
U.S. Government Leased Residences in Tokyo	3,000		
U.S. Government Leased Residences in Yokohama	1,200		

(2) Refresh Cleaning (see SUBSECTION 1.2.4(b)):

Refresh Cleaning	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Dust/Vacuum/Clean Bathroom/Clean Kitchen	300		

(3) Deep Kitchen Cleaning (see SUBSECTION 1.2.4(c)):

Deep Cleaning	Estimated Quantity of Deep Cleaning	Price per One Kitchen =	Total Estimated Price
Deep Cleaning in Kitchen, including range hood and other appliances	5		

(4) Estimated total Annual Price for First Option Year:

(c) Second Option Year Prices - starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months.

(1) Mitsui Housing Compound and Leased Residences (see SUBSECTION 1.2.4 (a)):

Apartment Type	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Mitsui Housing Compound	13,000		
U.S. Government Leased Residences in Tokyo	3,000		
U.S. Government Leased Residences in Yokohama	1,200		

(2) Refresh Cleaning (see SUBSECTION 1.2.4(b)):

Refresh Cleaning	Estimated Quantity of Square Meter x	Price per Square Meter =	Total Estimated Price
Dust/Vacuum/Clean Bathroom/Clean Kitchen	300		

(3) Deep Kitchen Cleaning (see SUBSECTION 1.2.4(c)):

Deep Cleaning	Estimated Quantity of Deep Cleaning	Price per One Kitchen =	Total Estimated Price
Deep Cleaning in Kitchen, including range hood and other appliances	5		

(4) Estimated total Annual Price for Second Option Year:

(d) Grand Total of Base Year plus all Option Years.

(a) Base Year Estimated Total	
(b) First Option Year Estimated Total	
(c) Second Option Year Estimated Total	
Estimated Grand Total (Base and All Option Years)	

1.2 Continuation to SF-1449, Request for Quotations Number 19JA80-22-Q-0014, Block 20, Schedule of Supplies/Services

1.2.1 General. The Contractor shall provide all labor, tools, equipment, supervision and services, unless otherwise specified, to complete the work required herein. All the work and procedures in the contract shall be performed in conformity to the specifications. All local labor standards for occupational safety and health apply to this general housecleaning services.

1.2.2 Scope of Work. The Contractor shall provide general housecleaning services for the U.S. Government as described herein. General housecleaning services apply to all designated living spaces including, but not limited to hallways, stairways, living, dining and bedroom areas, kitchens, attics, storages, balconies, courtyards, and entrance front. These services are accomplished in conjunction with the *make-ready cycle for the various housing units at the Mitsui Housing Compound and U.S. Government leased housing properties outside the Mitsui Housing Compound.

*Make-ready means when any apartment/townhouse unit is vacated, the U.S. Government contracts other services such as painting, cleaning, and furniture replacement in preparation for the new occupant.

1.2.3 The Contractor shall provide a qualified workforce meeting the requirements set forth in these paragraphs below. The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades. The Contractor employees shall be on site only for contractual duties and not for other business purposes. Performance requirements for required work items are defined below.

1.2.4 Specifications and Work Requirements.

(a) General Housecleaning - Requirements shall consist of:

(1) Sweeping all wooden parquet, including, but not limited to, tile and linoleum floors in kitchens, tiled floors in bathrooms, attics, exposed wood floorings. All floors accessible to floor cleaning machines unless carpeted or specified as having a special floor covering shall receive floor maintenance as stated below. After receiving floor maintenance, the entire floor shall have a uniform coating of a non-skid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from, including, but not limited to, baseboards, furniture, household appliances. All easily movable items including household appliances shall be tilted or moved to maintain floors underneath. All moved items

shall be returned to their proper position when all operations have been completed. Floor maintenance includes the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above stated results. The techniques used depend upon the materials, equipment, and personnel used to do the job.

(2) Dusting and cleaning doors including doorbells, doorknobs, and hinges, walls, baseboards, outlet plates, wall switch plates, storage shelves and all furniture including desks, chairs, credenzas, tables, sofas, bookshelves with or without glass doors, china cabinets, lamps, bed mattresses, bed frames, and other common things found in a home environment. Walls, baseboards, storage shelves and all furniture shall be free of dust, dirt, and sticky surfaces and areas.

(3) Thorough cleaning of, including, but not limited to, toilets, bathrooms, tubs, washbasins, shower hose/head/stalls, towel hangers, kitchen sinks, countertops, interior and exterior of kitchen cabinets and drawers, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, oil stains, soap scum, mold, and smudges.

(4) Thorough glass cleaning of, including, but not limited to, interior/exterior glass doors and frames/rails, display cases, mirrors, storm screens and shutters. After glass cleaning there shall be no traces of film, dirt, smudges, water and other foreign matter. Windows have been treated with shatter resistant window film. Surfaces with film shall be washed with water and rubber squeegee or soft cloth without strongly rubbing the films.

(5) Sweeping and washing floors, walls, and fences in terraces and balconies to remove all accumulated dirt and debris. Wash and wipe balcony furniture.

(6) Cleaning household appliances such as, but not limited to, telephones, public address speaker, refrigerators, freezers, stoves, ovens, exhaust fan/range hood, microwaves, washing machine, cloth dryer, and humidifier/dehumidifier, inside/outside and accessories of those appliances such as broiler pan and turn tray. Vacuuming dust from around motor areas if reachable.

(7) Dust off all draperies/curtains and curtain rods/rails to remove all traces of dirt, dust and other foreign matters. All tears, burns, heavy soil and grit to the draperies/curtains shall be brought to the attention of the COR for necessary action.

(8) Vacuum the carpet and/or the area rugs thoroughly.

(9) Vacuum upholstered furniture.

(b) Refresh cleaning:

The contractor shall perform the refresh cleaning when COR determines the general housecleaning stated as 1.2.4(a) is not necessary after the short stay of previous occupant.

Requirements of refresh cleaning shall consist of;

- (1) Dust and vacuum flooring and carpets throughout the unit.
- (2) Wash and clean bathrooms
- (3) Wash and clean kitchen including the appliances

COR determines if the refresh cleaning is to be done and issues the task order with the firm-fixed price set per one square meter.

(c) Additional deep cleaning for special circumstances:

In addition to the general house cleaning stated as 1.2.4(a), the contractor shall perform deep cleaning to the kitchen appliances such as refrigerator, stove and stove cooktop, and the inside and outside of exhaust fan using the special tools. COR determines if the additional kitchen cleaning would need each time the task order is issued. The additional deep cleaning fee is firm-fixed price per one kitchen to be added to the general housecleaning.

(d) Apartment Specifications:

(1) Mitsui Housing Compound

Mitsui Housing Compound is comprised of 164 apartment and townhouse units in five separate buildings. All units are with Government owned furniture/furnishings including American house appliances. Please refer to Attachment 2: Apartment Specifications at Mitsui Housing Compound.

Approximately 100 apartment/townhouse units are ordered to be cleaned in a year. Total space of 100 units will be approximately 13,000 square meters.

(2) U.S. Government Leased Residences in Tokyo

The U.S. Government leased residences in Tokyo are all western style housing located within six (6) kilo meters radius area from the U.S. Embassy, Tokyo. The average of gross space for Government leased apartment/house is 190 square meters. It is expected that approximately twenty (20) properties are ordered to be cleaned in a year. The contractors need to bring all materials and tools to the work location but there may not be a free parking space available.

(3) U.S. Government Leased Residences in Yokohama

The U.S. Government leased residences in Yokohama are all western style housing located in Motomachi/Yamate area in Naka-ku, Yokohama City. The average of gross space for Government leased apartment/house is 200 square meters. The Yokohama housing changes the occupants every twelve months. The number of units to be cleaned is vary every year, but usually 5 to 10 units are required to be cleaned during the summer transfer season. The contractors need to bring all materials and tools to the work location in Yokohama but there may not be a free parking space available.

1.2.5 Completion of Work. The maximum allowable time for the completion of work on each Task Order shall be determined from the following specified timetable:

Specified Timetable - Maximum allowable workdays

(1) Mitsui Housing Compound

- One bedroom and Two bedrooms units - Two calendar days
- Three bedrooms and four bedrooms units - Three calendar days
- Four bedroom units with family room and library - Three calendar days

(2) U.S. Government Leased Residences in Tokyo and Yokohama

- Tokyo - Three calendar days
- Yokohama - Three calendar days

1.2.6 The Contractor shall be able to clean up to six (6) units simultaneously during the busiest season (normally June through September).

1.2.7 Inspection. COR shall inspect cleaning performed by the Contractor upon completion of work in each unit. If performance is found to be unsatisfactory, Contractor shall bring performance to a satisfactory level by close of business of the following working day after the inspection.

1.2.8 Working Hours. The Contractor shall perform the required work during the hours between 08:30 and 17:30, Monday through Sunday, including the U.S. and Japanese Holidays, occasional work on especially in the months of June, July and August are expected.

1.2.9 Task Orders

(a) The U.S. Government will order all services under this contract on a Task Order form "OF 347" (see Attachment 1: Sample Task Order Form), issued by the Contracting Officer, as the need arises.

(b) Content of Task Orders shall include, but not limited to:

- (1) Contract number "(To be determined)";
- (2) Task Order number;
- (3) date of order;
- (4) location(s) of property;
- (5) required work schedule and completion date;
- (6) amount of work (apartment unit and square meter); and
- (7) unit price and total amount.

(c) Procedures

(1) Before issuing a task order, the U.S. Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the GS/Housing Office, U.S. Embassy, 1-10-5 Akasaka, Minato-ku, Tokyo, by e-mail.

Alternatively, the U.S. Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

(2) If requested to submit a firm-fixed price quotation for a Task Order, the Contractor shall compute a price for the required work by multiplying the unit prices in SECTION 1: The Schedule by the amount of work required.

1.2.10 Management and Supervision

(a) The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

(b) The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the U.S. Government. For those items other than routine daily services, the Contractor shall provide the COR with

a detailed plan as to the personnel to be used and the time frame to perform the service.

(c) The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract and the results shall be reported to the COR in checklist format.

(d) The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract.

1.2.11 Personnel

1.2.11.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The U.S. Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the U.S. Government.

1.2.11.2 Standard of Conduct

(a) Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

(b) Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient U.S. Government operations.

(d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that

produce similar effects.

(e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

(1) falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

(2) unauthorized use of U.S. Government property, theft, vandalism, or immoral conduct;

(3) unethical or improper use of official authority or credentials;

(4) security violations; or

(5) organizing or participating in gambling in any form.

(f) Key Control. The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the U.S. Government for the cost of rekeying that portion of the system.

1.2.11.3 Notice to the U.S. Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

1.2.11.4 Personnel Security.

(a) Ten days after award of the contract, the Contractor shall submit a completed Regional Security Office (RSO) Tokyo Security Form (see Attachment 3) on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The U.S. Government will run background checks on these individuals. It is anticipated that security checks will take 30 working days to perform.

(b) The U.S. Government shall issue identity cards to Contractor

personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the U.S. Government. The U.S. Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

1.2.12 COVID-19 Vaccination Attestation or Testing

All Contractor staff on the project shall attest to their vaccination status using the form, either Attachment I-4 or Attachment I-5 or presenting a digital certification, such as the Tokyo Metropolitan Government's Vaction Line app. Contractor staff who decline to attest to their vaccination status or have not been fully vaccinated must provide a negative COVID test result within 3 days of each entry into Embassy Tokyo.

1.2.13 Materials and Equipment. The Contractor shall provide all necessary janitorial supplies and equipment, including but not limited to mops, brooms, dust rags, detergents, cleaners to perform the work identified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

1.2.14 Insurance

1.2.14.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

1.2.14.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily injury stated in Japanese Yen:

Per Occurrence	¥30,000,000
Cumulative	¥300,000,000

(2) Property damage stated in Japanese Yen:

Per Occurrence	¥3,000,000
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Cumulative

¥30,000,000

1.2.14.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

1.2.14.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

1.2.14.5 The Contractor agrees that the U.S. Government shall not be responsible for personal injuries or for damages to:

- (1) any property of the Contractor,
- (2) its officers,
- (3) agents,
- (4) servants,
- (5) employees, or
- (6) any other person,

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the U.S. Government from any and all claims arising, except in the instance of gross negligence on the part of the U.S. Government.

1.2.14.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

1.2.14.7 U.S. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

1.2.14.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within 10 calendar days after contract award. The U.S. Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

1.2.15 Laws and Regulations

1.2.15.1 Without additional expense to the U.S. Government, the Contractor shall comply with all laws, codes, ordinances, and

regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

1.2.15.2 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

1.2.16 Deliverables. The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
Regional Security Office Tokyo Security Form (subsection 1.2.11.4)	1	COR	10 days after award
Evidence of Insurance (subsection 1.2.14)	1	CO	10 days after award
Licenses and Permits (subsection 1.2.15)	1	CO	10 days after award

"CO" = Contracting Officer

"COR" = Contracting Officer's Representative

1.2.17 Quality Assurance and Surveillance Plan (QASP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the U.S. Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Subsection	Performance Threshold
<u>Services</u> Performs all general housecleaning services set forth in the scope of work.	Subsections 1.2.1 through 1.2.16.	All required services are performed and no more than two customer complaints are received per month.

1.2.17.1 Surveillance. The COR will receive and document all

complaints from U.S. Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

1.2.17.2 Standard. The performance standard is that the U.S. Government receives no more than two customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

1.2.17.3 Procedures

- (1) If any U.S. Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (2) The COR will complete appropriate documentation to record the complaint.
- (3) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (OCT 2018), is incorporated by reference (see SF-1449, Block 27a).

"None."

The following Federal Acquisition Regulation (FAR) clause is provided in full text:

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (SEP 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the

- Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).
 - (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - ü (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
 - (5) [Reserved].
 - (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
 - (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
 - ü (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
 - (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
 - (10) [Reserved].
 - (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-3](#).
 - (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - (13) [Reserved]
 - (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Mar 2020).
 - (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-7](#).
 - (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
 - (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - (iv) Alternate III (Jun 2020) of [52.219-9](#).
 - (v) Alternate IV (Jun 2020) of [52.219-9](#).
 - (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657 f](#)).
- (22)(i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) [52.219-33](#), Non-manufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- (27) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (28) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (31)(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (July 2014) of [52.222-35](#).
- (32)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (July 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the

- acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 - (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 - (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Oct 2015) of [52.223-13](#).
 - (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of [52.223-14](#).
 - (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
 - (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of [52.223-16](#).
 - (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
 - (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
 - (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
 - (47)(i) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (Jan 2017) of [52.224-3](#).
 - (48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).
 - (49)(i) [52.225-3](#), Buy American -Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (JAN 2021) of [52.225-3](#).
 - (iii) Alternate II (JAN 2021) of [52.225-3](#).
 - (iv) Alternate III (JAN 2021) of [52.225-3](#).
 - (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
 - (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- ___ ü (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ ü (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ___ ü (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#)).
- ___ (63)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

FAR 52.229-12 Tax on Certain Foreign Procurements (FEB 2021)

(a) Definitions. As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and

(5) Any trust if—

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS

as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

2.2 Addendum to Contract Clauses – FAR and DOSAR Clauses not Prescribed in Part 12

The following Federal Acquisition Regulation (FAR) clause is incorporated in full text:

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE

(DEC 2012)

- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a

Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS(OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 300,000 yen the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 8,500,000 yen;

(2) Any order for a combination of items in excess of 8,500,000 yen; or

(3) A series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.
(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

The following DOSAR clauses are provided in full text:

DOSAR 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

(2) Clearly identify themselves and their contractor affiliation in meetings;

(3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

(4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office identified below: To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

Invoices can be submitted electronically to
TokyoInvoices@state.gov:

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays: *(Note: Due to changes in observance of Japanese holidays each year, the holidays listed below are for reference only.)*

U.S. Federal Holidays;

*1st January (New Year's Day),
third Monday in January (Martin Luther King, Jr. Day),
third Monday in February (Washington's Birthday),
last Monday in May (Memorial Day),
third Monday in June (Juneteenth Independence Day)
4th July (Independence Day),
first Monday in September (Labor Day),
*second Monday in October (Columbus Day),
11th November (Veteran's Day),
fourth Thursday in November (Thanksgiving Day), and
25th December (Christmas Day).

Japanese National Holidays;

*1st January (New Year's Day or Ganjitsu),
second Monday in January (Adult's Day or Seijin-no-hi),
11th February (National Foundation Day or Kenkoku Kinen-no-hi),
23rd February (Emperor's Birthday or Tennou Tanjou-bi)
21th March (Spring Vernal Equinox Day or Shunbun-no-hi),
29th April (Showa-no-hi),
3rd May (Constitution Day or Kenpou Kinen-bi),
4th May (Greenery Day or Midori-no-hi),
5th May (Children's Day or Kodomo-no-hi),
third Monday in July (Marine Day or Umi-no-hi),
11th August (Mountain Day or Yama-no-hi),
third Monday in September (Respect for the Aged Day or Keirou-no-hi),
23rd September (Autumn Vernal equinox Day or Shuubun-no-hi),
*second Monday in October (Health Sports Day or Taiiku-no-hi),
3rd November (Culture Day or Bunka-no-hi), and
23rd November (Labor Thanksgiving Day or Kinrou Kanshya-no-hi)

*Day that holiday overlaps in both countries.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.
(End of clause)

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Realty Assistant in the

Housing Office of General Services at the U.S. Embassy in Tokyo, Japan.

(End of clause)

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3: Solicitation Provisions

3.1 Solicitation Provisions

3.1.1 FAR 52.212-1, Instructions to Offerors - Commercial Items (SEP 2021), is incorporated by reference (see SF-1449, Block 27a).

Addendum to 52.212-1

3.1.2 Summary of Instructions. Quoters shall submit one original of the complete quotation, including all supporting documents. Each quotation must consist of the following:

(a) Volume 1 - Standard Form (SF) 1449. Volume 1 consists of completion of blocks 17, 30a, 30b, and 30c of the form.

(b) Volume 2 - Pricing. Volume 2 consists of subsection 1.1.3 Pricing (Pages 5 through 8) of the RFQ. Quoters must include the currency which they are submitting their prices in.

(c) Volume 3 - Representations and Certifications. Volume 3 consists of SECTION 5 (Pages 45 through 71) of the RFQ, complete all portions that are applicable.

3.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

<u>Provision</u>	<u>Title and Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
(AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
(APR 1991)

FAR 52.237-1 Site Visit (APR 1984)

The pre-quotation conference and the site visit will be held on Tuesday, March 15, 2022, from 10:00 noon to on/about 12:00 noon. Participants will meet at Sirota Gordon Gate at the U.S. Embassy Housing Compound, located 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

Prospective quoters should provide a list of attendee(s) with individual name(s) and company name, including telephone/fax numbers and e-mail address, to Miho Hama via e-mail at HamaMX@state.gov by no later than 11:00 a.m., Thursday, March 10, 2022 (local time) to arrange entry to the buildings and sites.

The following DOSAR provision is provided in full text:

DOSAR 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of

concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: +81-3-3224-5585 or Fax: +81-3-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

SECTION 4: Evaluation Factors

4.1 Evaluation Factors

The U.S. Government intends to award a contract resulting from this solicitation to the lowest priced, responsible offeror. The quoter shall submit a completed solicitation, including SECTIONs 1 and 5.

(a) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in subsections 1.1.3 (a) through (d), and arriving at a grand total, including all options.

(b) The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

(c) Although the award is to be made to the lowest priced quoter, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the quoter is a responsible contractor. Failure of a quoter to comply with a request for this information may cause the U.S. Government to determine the quoter to be non-responsible.

(d) Responsibility Determination. The U.S. Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors - FAR Provision not Prescribed in Part 12

The following FAR provisions are provided in full text:

FAR 52.217-5 Evaluation of Options (JUL 1990)

The Government will evaluate offers for award purposes by adding

the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures -
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services–Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision–
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to–

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or

redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ___will, ___will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d) (1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ___does, ___does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at

paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services–

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.*

(1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Item (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"–

Sensitive technology–

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

–
(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern–

(1) Means a small business concern–

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern–

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that–

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by–

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13

CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c)

Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned*

small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in

paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d)

Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e)

Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any

resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f)

Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause

at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____ —	_____
_____ —	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h)

Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A

taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i)

Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____

Listed End Product	Listed Countries of Origin
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)

Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental

purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)

Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply

with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m)

Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n)

Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o)

Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p)

Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r)

Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r) (1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t)

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v)

Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than

to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

- (1) It ___is ___is not a foreign person; and
- (2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ___a full exemption, or ___partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

5.2 Addendum to Solicitation Provisions FAR and DOSAR Provisions Not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the

location indicated above, use the Department of State Acquisition website at [e-CFR](#) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran (JUN 2020)

Attachment 1 - Sample Task Order Form

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF 1	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER (to be determined)		2. CONTRACT NO. (If any) (to be determined)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Embassy				
5. ISSUING OFFICE (Address correspondence to) U.S. Embassy				b. STREET ADDRESS 1-10-5 Akasaka				
				c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-0052	
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR (to be determined)				8. TYPE OF ORDER				
b. COMPANY NAME				[] a. PURCHASE REF YOUR: _____ Please furnish the following on the terms And conditions specified on both sides of This order and on the attached sheet, if Any, including delivery as indicated.		[] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS								
d. CITY	e. STATE	f. ZIP CODE						
9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed.				10. REQUISITIONING OFFICE Facility Management Office				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO. n/a		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indefinite		16. DISCOUNT TERMS Net 30		
13. PLACE OF								
a. INSPECTION See Block 6.	b. ACCEPTANCE See Block 6.							
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order Pursuant to the authority of FAR 52.216-18 Ordering, the Contractor shall perform general housecleaning services for the following location(s) in accordance with terms and conditions of the contract, effective the start of performance through the completion and final acceptance of the work: (to be determined)							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT	20. INVOICE NO.				17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Financial Management Officer						17(i) GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) 1-10-5 Akasaka							
c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-8420					
22. UNITED STATES OF AMERICA BY (Signature) ►				23. NAME (Name of Contracting Officer) TITLE: CONTRACTING/ORDERING OFFICER				

Attachment 2: Apartment Specifications at Mitsui Housing Compound

Apartment or Townhouse	# of Bedroom	Unit Type	Gross Space Square Meters	Max Allowable Work Days (Calendar Days)
Apartment	1	1A	78	2 days
Apartment	1	1B	99	2 days
Apartment	1	1C	131	2 days
Apartment	1	1D	133	2 days
Apartment	1	2A	118	2 days
Apartment	2	2B	118	2 days
Apartment	2	2C	134	2 days
Apartment	2	2D	134	2 days
Apartment	2	2F	150	2 days
Apartment	2	2G	151	2 days
Apartment	3	3A	161	3 days
Apartment	3	3B	184	3 days
Apartment	3	3C	160	3 days
Apartment	3	3D	186	3 days
Apartment	3	3E	180	3 days
Apartment	4	4A	244	3 days
Apartment	4	4B	239	3 days
Apartment	4	4C	239	3 days
Apartment	4+Family&Library	III	333	3 days
Apartment	4+Family&Library	IIA	289	3 days
Apartment	4+Family&Library	IIB	330	3 days
Apartment	4+Family&Library	IIC	402	3 days
Apartment	4+Family&Library	I	397	3 days
Townhouse	3	M-3	220	3 days
Townhouse	3	M-4	237	3 days
Townhouse	3	T-3	181	3 days
Townhouse	4	T-4	262	3 days

Regional Security Office Tokyo Security Form

Please type or write in legible block letters.

Use number 19 if you need extra space for your detailed answers.

和文・英文両方で明確に書いて下さい。 英文に関しては、タイプするか活字体で記入して下さい。

(記入欄が不足した場合には、設問19にそれぞれの番号を付した上、ご記入ください。)

1. Name

氏名

/

(LAST/苗字) (First/名前) (Middle)

2. Alias/Maiden name

別姓・旧姓

3. Date of Birth

生年月日

Year

年

Month

月

Day

日

4. Nationality 国籍

5. Marital Status 婚歴			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single 独身	Married 婚姻	Widowed 寡婦/夫	Divorced 離婚

6. Place of Birth (City/State) 出生地(都道府県/区市町村)

7. Permanent

Address

本籍地

8. Present Address

現住所

〒

9. TEL :

CELL:

EMAIL:

10. Previous addresses of past 7 years. From present to past. (過去7年間の住所を新しい順に。)

Duration 期間

Address 住所

(例'98年4月～'00年9月

〒107-0051 東京都港区赤坂1-10-5)

PHOTO

11. Last Education (最終学歴)

DATES	NAME OF SCHOOL	DEPARTMENT, MAJOR	ADDRESS
～			
期間	学校名	学部・学科	住所
～			

12. Employments of past 7 years. From present to past. (過去7年間の職業。新しい順に)

(From/ To/ Name of Company / Address, 期間 / 会社名 / 所在地)

Dates/期間	Name of Company/ 就業先名	Address and Phone Number/ 住所、電話番号
～		
～		
～		
～		
～		
～		
～		

13. Biological Sketch (Parents, Spouse, Children, Siblings, In-Laws)

家族構成(両親、配偶者、子供、兄弟姉妹、義父母)

Name	Relationship	DOB	Nationality	Occupation (Detailed)	Residence(City,Country)
名前	関係	生年月日	国籍	職業(具体的に)	居住地(町, 国)
	父 (Father)				
	母 (Mother)				

14. Three References residing in Japan: **Do not include family or relatives.**

(日本在住の参考人3名、住所と電話番号。家族及び親戚を除く。)

Name / 名前	Address / 住所
勤務先, 就学先名	郵便番号 Telephone/ 電話番号
	〒
	〒
	〒

15. Travel History (List your overseas travel in the last 7 years, start with most recent one.) 渡航歴 (現在から過去 7 年まで遡って記入してください。)				
Country 国名	DATES 期間		Type of Visa ビザ	Purpose 目的
	From	To		

16. Health Conditions 健康状態 (If answer is "YES" please give details under Item #19.)		
"YES" の回答があれば、設問19に詳細を書き込んでください。	YES	NO
Have you now or have you ever had any physical limitations? 過去に身体的制約（ハンディキャップ）を持っていた、もしくは現在持っていますか？	<input type="checkbox"/>	<input type="checkbox"/>
Are you now under a physician's care? 現在、医師にかかっていますか？	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had a nervous disorder? 神経系疾患を患った事がありますか？	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had tuberculosis? 結核を患った事がありますか？	<input type="checkbox"/>	<input type="checkbox"/>
Within the past 12 months, have you used intoxicating beverages or drug to excess? 過去 12 ヶ月内で酒類や薬物を過剰に摂取しましたか？	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a drug, narcotic or alcohol addiction? 薬物、麻薬もしくはアルコール依存の症状がありますか？	<input type="checkbox"/>	<input type="checkbox"/>

17. Have you ever been arrested or detained by any police or military authority? If so, name the authority, give the time, place and reason for arrest or detention and the disposition of court action.
警察に逮捕されたことがありますか？あれば警察名、年月日、場所、理由、処分等を記入してください。

18. Draw a map of your residence to the nearest train station using the space below.
最寄りの駅より自宅までの地図を詳細に書いて下さい。

19. Use this space for detailed answers. Number answers to correspond with the questions. Use extra blank pages, if necessary.

空欄を使用し、設問の番号と共に回答の詳細を記入してください。必要であれば空白のページを追加して下さい。

This is to certify that the information provided herein is true to the best of my knowledge.
以上相違ありません。

Signature (署名)

Date (日付)

Certification of Vaccination

The purpose of this form is to take steps to prevent the spread of COVID-19. We request that all visitors complete this form in order to enter U.S. Mission Japan facilities; you may be asked to show this form upon entry. **Please maintain this form during your visit.**

My Vaccination Status

By checking the box below, I declare that the following statement is true:

☐ I am fully vaccinated.¹

¹ An individual is fully vaccinated if they are: 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine. If you don't meet these requirements, regardless of your age, you are **not** fully vaccinated.

☐ I am not yet fully vaccinated.

² Either I have received my first dose of Moderna or Pfizer, and my second appointment is scheduled, or I received my final dose less than two weeks ago.

☐ I have not been vaccinated.³

³ If you are not vaccinated due to medical or religious reasons, please check either "I have not been vaccinated" or "I decline to respond."

☐ I decline to respond.

I understand that if I decline to respond or am not fully vaccinated, I must comply with the following safety protocols:

Wear a mask, maintain physical distance; and provide proof of having received a negative COVID-19 test from within the previous 3 days.

Printed Name

Signature

署名

Date

年月日

ワクチン接種証明書

コロナウィルス拡散を防ぐため、すべての来訪者は米国大使館及び領事館の施設に入る際、この書類に記入をお願いいたします。入館の際、この書類を提示することが求められます。
来訪中、この書類を常に携帯してください。

下記にチェックを入れることにより、私のワクチン接種状況が以下の通りであることを証明します。

☐ 私はワクチン接種完了しています。

ファイザーやモデルナワクチンを2回接種して2週間が過ぎています。または、ジョンソン・エンド・ジョンソン社医薬品部門のヤンセンファーマ製薬のワクチンのような1回接種タイプのワクチンを接種してから2週間が過ぎています。この条件を満たしていない場合、接種完了とは見なされません。

☐ 私は接種完了していません。

私はモデルナまたはファイザーワクチンを1回接種しており、2回目の接種の予約をしています。または、私は2回目のワクチン接種を2週間以内に行いました。

☐ 私はワクチンを接種していません。

もしあなたが医学的、宗教的理由でワクチン接種していない場合、「ワクチン接種していません」または「回答を控えます」にチェックを入れてください。

☐ 私は回答を控えます。

回答を控える、またはワクチン接種が完了していない場合、下記の安全措置を取ることを了承します。

マスク着用、人と距離を取る、および3日以内のコロナウィルス検査陰性証明書を提出します。

氏名

署名

年月日